

State of Nebraska - INVITATION TO BID

CONTRACT

Return to:
State Purchasing Bureau
301 Centennial Mall South, First Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-2401
Fax: 402-471-2089

| | | | |
|-----------------------|----------------------|---------|--------|
| Date | 9/28/12 | Page | 1 of 4 |
| Solicitation Number | 4139 OF | | |
| Opening Date and Time | 10/16/12 | 2:00 pm | |
| Buyer | MICHELLE MUSICK (AS) | | |

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

2013 or Current Production Year HYBRID SEDAN as per the attached specifications for the 2013 Production Year.

Unit bid must meet the attached specifications.

Disregard the Qty and Unit of Measure on the Invitation to Bid sheet. See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to this Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

No Bid Respond: () Remove From Class-Item OR () Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____% _____ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign

Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

VENDOR#

VENDOR:

Address:

Enter Contact Information Below

Contact

Telephone

Facsimile

Email

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DESTINATION OF GOODS
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1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

(09/28/12 djg)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.

<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

Bid Tabulations are available on the internet at <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

INVITATION

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|---|----------|-----------------|------------|----------------|
| 1 | HYBRID SEDAN 2013 or Current Production Year Hybrid Sedan Minimum Wheelbase: 107" Minimum Engine Size: 2,4000 cc or 2.4 L-14 Displacement | 1.0000 | EA | | |

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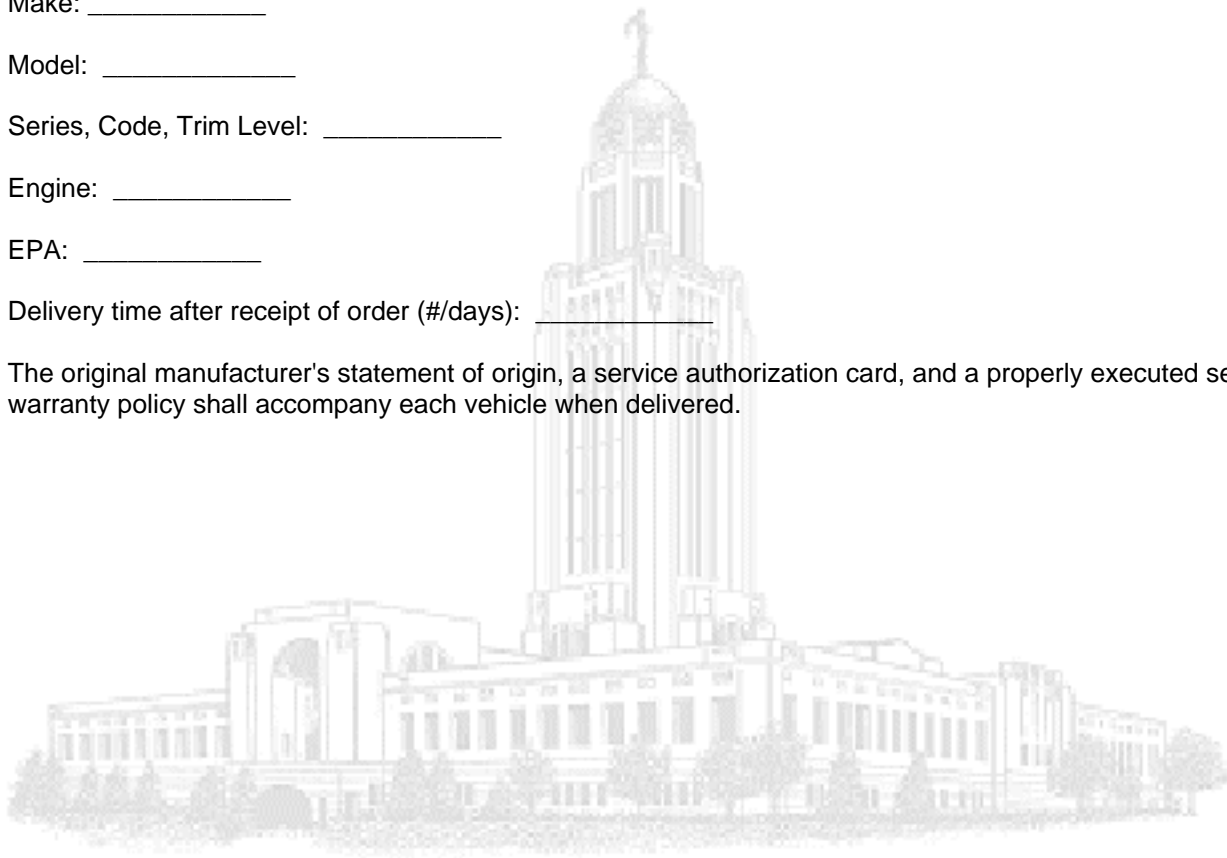
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DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
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INVITATION

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|--|----------|-----------------|------------|----------------|
| | Minimum Tire Size: 16" | | | | |
| | Make: _____ | | | | |
| | Model: _____ | | | | |
| | Series, Code, Trim Level: _____ | | | | |
| | Engine: _____ | | | | |
| | EPA: _____ | | | | |
| | Delivery time after receipt of order (#/days): _____ | | | | |

The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.



STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

**2013 or Current Production Year
Hybrid Sedan**

**STATE OF NEBRASKA PURCHASING BUREAU
SCHEDULE OF EVENTS**

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

| ACTIVITY | | DATE/TIME |
|-----------------|---|---|
| 1 | Release Invitation to Bid | September 28, 2012 |
| 2 | Last Day to Submit Written Questions | October 5, 2012 |
| 3 | State Responds to Written Questions Through an Addendum to be posted to the internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm | October 10, 2012 |
| 4 | Bid Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508 | October 16, 2012 2:00 p.m. Central Time |

WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 4139 OF; Hybrid Sedan Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Michelle Musick, showing the total number of pages transmitted, and clearly marked "ITB Number 4139 OF; Hybrid Sedan Questions".

Written answers will be provided through an addendum to be posted on the internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

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| <p align="center">2013 or Current Production Year Hybrid Sedan</p> |
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**STATE OF NEBRASKA PURCHASING BUREAU
STANDARD TERMS and CONDITIONS**

These contract conditions are applicable to bid specifications for 2013 or Current Production Year model Subcompact, Compact and Intermediate Vehicles. Compact, 1/2, 3/4 and 1 Ton Pick-Ups. Seven Passenger and One-Ton Passenger Vans. Cargo and Utility Vans. Police Cruisers and Special Service Vehicles. Sport Utility and Cross Over Vehicles. Hybrid Vehicles.

1. All bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid. Bids will only be accepted from bidders who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.
2. Award may be made to the most responsible bidder submitting the lowest base price, except the State reserves the right to split the award as follows:
 - A. Minimum of 70% to bidder with lowest base price.
 - B. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 10% of the lowest base price.
 - C. Lowest base price may be based on engine size/fuel type and/or life cycle cost.

$(\text{Cost of Vehicle}) + ((80,000/\text{EPA Estimated Highway MPG}) \times \text{EIA Average Price Force } ^*)$
*EIA Average Price for Midwest Region Regular Grade

3. Listed below are the approximate units to be purchased. These amounts are estimates only; and the actual quantity ordered will vary. These estimates are based on last year's contract usage for the State of Nebraska as a whole, including the vehicles purchased by Political Subdivisions of the State of Nebraska.
 - A. Cars - 230 each
 - B. Vans - 83 each
 - C. Pick-Ups, Trucks - 247 each
 - D. Police Cruisers, Special Service Vehicles - 184 each
 - E. Sport Utility Vehicles – 33 each

An estimated 777 vehicles may be purchased from the State of Nebraska contracts for the 2013 production year.

4. The vendor to provide with bid, the build-out dates or tentative build-out dates if they are available. If not available at the time of bidding, the vendor should immediately notify AS/Materiel Purchasing Bureau (FAX (402) 471-2089) when said information is available. Failure to provide build-out information may result in **removal of vendor from bidder's list** for next year's specifications and may affect consideration for award of future contracts.
5. Bids must be signed in ink by the bidder on the State of Nebraska's Contract Invitation to Bid form. **FAILURE TO INCLUDE THIS FORM SIGNED IN INK WILL BE CAUSE FOR REJECTION OF THE CONTRACT INVITATION TO BID RESPONSE.**

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| 2013 or Current Production Year Hybrid Sedan |
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**STATE OF NEBRASKA PURCHASING BUREAU
STANDARD TERMS and CONDITIONS**

6. Contractors are to supply information regarding contract usage by State Agencies, Boards, and Commissions including Political Subdivisions of the State of Nebraska. Information must include the following: Agency or Political Subdivisions etc., units purchased and dollar amount. Information must be provided to State Purchasing Bureau by no later than sixty (60) days after the build out date.
7. Contract may be cancelled by either party with thirty (30) days written notice.
8. Once contracts are awarded, purchase orders issued by ordering agencies should include, vehicle description, number of units ordering, shipping and, billing location, contact name and phone number, and related information.
9. Contractor is to provide manufacturer's order number to the purchasing agency or political subdivision within five (5) business days after the purchase order is received. Vehicle invoices or supporting documentation accompanying the invoices should include a hard copy, bar-coded version of the Vehicle Information Number (VIN) for each vehicle.

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| 2013 or Current Production Year Hybrid Sedan |
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**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

The vehicle furnished under this specification shall be the latest model standard production units, offered to the general trade, equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory. "Stripped" car versions are specifically excluded.

Engine bores: main bearings, connecting rod bearings and wrist pins shall not exceed the manufacturer's established size tolerances.

All vehicles offered must meet or exceed the following minimum specifications. It is intended the manufacturer will build the car to these specifications and the selling or servicing dealer will be required only to perform the normal pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to meet these specifications.

RIGHTS

The State of Nebraska reserves the right to waive technicalities and to reject any or all bids.

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to Invitation to Bid. Non-compliance can void your bid response.

ACCEPTABLE MODELS

All vehicles that meet or exceed these specifications may be bid on this invitation.

DELIVERY

Between 9:00 AM and 3:00 PM, daily except Saturday, Sunday and holidays, AFTER SERVICING AND READY TO DRIVE, with not less than ¼ tank of gasoline. Deliveries desired prior to 120 days after receipt of order; quoted deliveries beyond 120 days are an award consideration. All deliveries shall be scheduled with agency representative. The vehicles shall not have over 200 miles on the odometer at the time it is officially accepted. Vehicles will not be accepted if all paperwork is not with the vehicle at time of delivery. Dealer still owns the vehicles until buyers sign all required paperwork.

Vehicles will not be accepted if all paper work is not with the vehicle at time of delivery. Dealer still owns the vehicles until buyers sign all required paper work.

FACTORY INSTALLATION

If manufacturer has requirements available from factory, then item must be FACTORY-INSTALLED; if factory-installation is not available, then it must be noted as a dealer-installation and an exception.

Cars shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel systems, engines, and accessories, and to possess the capability of operating on lead-free gasoline and gasohol/ethanol.

All vehicles shall comply with all current provisions of the National Traffic and Motor Vehicles Safety Act, and applicable provisions of the USEPA Emission Standards.

**2013 or Current Production Year
Hybrid Sedan**

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

Meets Specification – Please Indicate – (If “Other” explain on comment line).

All items listed below are required. If there is an exception, a detailed explanation must be provided.

| Yes | Exception | |
|----------------|-----------|---|
| _____ | _____ | 1. GENERAL |
| _____ | _____ | A. Minimum wheelbase of 107 inches. |
| _____ | _____ | B. Integrated Combination of Gasoline and Electric Engine. |
| _____ | _____ | 1. Minimum 2500cc or minimum 2.4 L- I4 displacement. |
| _____ | _____ | 2. State combined hp of engine and motor: _____. |
| _____ | _____ | 3. Permanent magnet motor type. |
| _____ | _____ | 4. Sealed maintenance free or Nickel-Metal Hybrid Battery. |
| _____ | _____ | C. Electronically-controlled Continuous Variable Transmission or minimum 4 |
| _____ | _____ | Speed automatic w/OD. |
| _____ | _____ | D. Anti-lock brake system w/ disc brakes front and rear. |
| _____ | _____ | E. Rack and Pinion Steering with power assist. (can be hydraulic or electric) |
| _____ | _____ | F. Minimum 17" Tires Alloy wheels. |
| _____ | _____ | 1. Temporary spare if provided by the factory. Tire sealer/inflator set up |
| _____ | _____ | will be acceptable. Please specify which: _____. |
| _____ | _____ | G. Electric rear window defroster. |
| _____ | _____ | H. CFC free automatic climate control A/C system. |
| _____ | _____ | I. Tilt / telescopic steering wheel. |
| _____ | _____ | J. Cruise Control. |
| _____ | _____ | K. Power windows and locks. |
| _____ | _____ | L. Split Cloth seats(60/40) or sport buckets w/lumbar support and head restraints |
| _____ | _____ | M. Remote Keyless entry system. |
| _____ | _____ | N. Anti-theft system with engine immobilizer. |
| _____ | _____ | O. AM/FM/CD stereo radio with minimum four speakers. |
| _____ | _____ | P. Variable intermittent windshield wipers. |
| _____ | _____ | Q. Dual air bags front w/ side curtain bags front and rear. |
| _____ | _____ | R. Front wheel drive suspension. |
| _____ | _____ | S. Factory traction or stability control system. |
| _____ | _____ | T. Factory installed floor mats front and rear. |
| _____ | _____ | U. Factory running daylight headlamps. |
| _____ | _____ | V. Multiple power points if available from factory. |
| _____ | _____ | W. Front side impact door beam. |
| _____ | _____ | X. Three (3) keys/fobs to start the vehicle, required. |
| _____ | _____ | Y. Regenerative braking system. |
| Comments _____ | | |

| Yes | Exception | |
|-------|-----------|--|
| _____ | _____ | 2. MISCELLANEOUS |
| _____ | _____ | A. Each unit shall be delivered to the purchaser with all wheels balanced and the |
| _____ | _____ | front end aligned. |
| _____ | _____ | B. Manufacturer's standard compliment of tools, bumper jack, wheel wrench and |
| _____ | _____ | and jack handle shall be provided, together with the facilities for storage. |
| _____ | _____ | C. It is the intention of the State of Nebraska to buy vehicles with standard colors |
| _____ | _____ | supplied by the manufacturer. Please attach a listing of colors available by |
| _____ | _____ | the manufacturer and the Interior colors available. |

**2013 or Current Production Year
Hybrid Sedan**

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

_____ D. All equipment such as floor mats and third keys shall be provided upon delivery.

Comments _____

| Yes | Exception | 3. DELIVERY |
|-------|-----------|---|
| _____ | _____ | A. All vehicles shall be delivered FOB Destination in Lincoln, Nebraska and in accordance with the delivery schedule shown on the purchase order. |
| _____ | _____ | B. Dealer nameplates, decals, etc., shall not be affixed to vehicle. |
| _____ | _____ | C. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered. |
| _____ | _____ | D. Invoices shall describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number. |
| _____ | _____ | E. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities and counties must meet terms and conditions of the contract. |
| _____ | _____ | F. Motor vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. |

Comments _____

| Yes | Exception | 4. WARRANTY |
|-------|-----------|--|
| _____ | _____ | A. The manufacturer's standard warranty shall apply to each vehicle. Mechanical or body repair required under manufacturer's warranty, prior to Use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of the first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. |
| _____ | _____ | B. A minimum warranty of three (3) years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. |
| _____ | _____ | C. A minimum of 5 years, 60,000 miles for engine/motor and power train is required (INCLUDE IN BASE BID PRICE). |
| _____ | _____ | D. A minimum of 8 years, 100,000 miles for hybrid components (including battery pack, control modules, etc.) is required. |
| _____ | _____ | E. A minimum of 5 years, unlimited mileage for Rust protection required. |

Comments _____

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| 2013 or Current Production Year Hybrid Sedan |
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**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

| Yes | Exception | 5. SERVICE |
|------------|------------------|---|
| <hr/> | <hr/> | A. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall be made only as indicated. Any changes must be made in writing to AS/Purchasing Agency requesting an addendum to contract, thirty (30) days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS. |
| <hr/> | <hr/> | B. The State of Nebraska obligation to pay is contingent upon legislative appropriation of funds for that purpose. Should said funds not be appropriated, the State of Nebraska may terminate this agreement. the State of Nebraska will give the vendor thirty (30) days written notice of such termination. |
| <hr/> | <hr/> | C. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay. |
| <hr/> | <hr/> | D. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service training network includes dealer onsite training, schools and computer based training when applicable. |

Comments

| Yes | Exception | 6. SUSTAINABILITY |
|------------|------------------|--|
| <hr/> | <hr/> | A. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes. |

Comments

| |
|--|
| <p>2013 or Current Production Year</p> <p>Hybrid Sedan</p> |
|--|

STATE OF NEBRASKA PURCHASING BUREAU SPECIFICATIONS

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be stated below or attached to the Invitation to Bid, in ink in a legible format. Non-compliance can void your bid response.

EXCEPTIONS/COMMENTS:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Use additional pages if needed